EXHIBIT "A"

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF MISSISSIPPI GREENVILLE DIVISION

RANDY L. ADAMS, et al.,)
Plaintiffs,)) Civil Action No. 4:16-cv-071-GHD-JMV
VS.)
JOHN M. O'QUINN & ASSOCIATES, PLLC)
D/B/A THE O'QUINN LAW FIRM, et al.,)
Defendants.	ý.

AFFIDAVIT OF CHRISTIAN A. STEED

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Christian A. Steed, who, after first being duly sworn by me, upon oath stated:

- 1. My name is Christian A. Steed. I am over the age of 21 years, and am fully competent to make this affidavit. I am a Texas-licensed attorney, and have been employed by John M. O'Quinn & Associates, P.L.L.C. d/b/a The O'Quinn Law Firm (referenced herein as the "O'Quinn Law Firm") as the Managing Attorney since 1995. The facts stated herein are within my personal knowledge and are true and correct.
- 2. I am a custodian of the litigation records of the O'Quinn Law Firm pertaining to the silicosis docket. The following records are power of attorneys and/or contingent fee contracts ("POAs") with the Plaintiffs relating to their silicosis litigation and the O'Quinn Law Firm. The list of the POAs are as follows:
 - 1. Randy L. Adams
 - 2. David J. Amons
 - 3. Freddie Bolton, Jr.
 - 4. Wiley Brooks
 - 5. Clarence Edward Bryant, Sr.
 - 6. Jessie L. Carter, Jr.
 - 7. Shurmon Chaffee

- 8. Selmond Norals
- 9. Randolph Perryman
- 10. Jean Y. Peyregne
- 11. Willie J. McCoy
- 12. John Alexander Prine
- 13. Larry Noble Sewell, Sr.
- 14. Luther Threet

15. Billy E. Dykes

16. Charlie Harris, Jr.

17. Walter L. McCoy

18. Louis Nevels

19. Berdell Willis

- The Plaintiffs' social security numbers and birth dates on the POAs have been redacted for privacy concerns and in compliance with FED. R. CIV. P. 5.2.
- 4. These records are kept by the O'Quinn Law Firm in the regular course of business, and it was the regular course of business of the O'Quinn Law Firm for an employee or representative of the O'Quinn Law Firm, with knowledge of the act, event, condition, opinion, or diagnosis that was recorded, to maintain these records or to transmit the information to be included in these records. These records were made at or near the time or reasonably soon after the act, event, condition, opinion, or diagnosis that was recorded. The records contained herein are true and correct copies of the originals.

SUBSCRIBED AND SWORN TO BEFORE ME this $\frac{\cancel{-5}}{\cancel{-5}}$ day of June, 2016

Notary Public in and for the State of Texas

PATRICIA HARPST My Commission Expires November 11, 2018

20072.3058

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Kandy L. Hokms

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

<u>RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and Contingent Fee Contract - Page 1 RECEIVED BY SEP 2 7 2002

O'CHANGE & PIRTLE

P.A.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2 PLA Initials 3.03 All sums due and to become due are payable at the office of John M.

O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval,

and Client agrees to make no settlement or offer of settlement without the consultation of

the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have

full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations,

and papers as shall be reasonably necessary to conclude this representation including

settlement and/or reducing to possession any and all monies or other things of value due

to the Client under his claim as fully as the Client could so do in person. Attorneys are also

authorized and empowered to act as Client's negotiator in any and all settlement

negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee

the outcome of the case and Attorneys have not represented to the Client that the Client

will recover all or any of the funds so desired. Should Attorneys learn something which in

the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of

Client's claim, then Attorneys may withdraw from further representation of Client by

sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3 RLA

VI. DEDUCTION OF EXPENSES

certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

Power of Attorney and Contingent Fee Contract - Page 4 RLA Initials be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5 RLA Initials Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

Power of Attorney and Contingent Fee Contract - Page 6 2LA

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7 RLA Initials

I certify and ackno	wledge that	l have had	d the opportun	ity to re	ad this
Agreement. I further state that I ha	ave voluntarily	entered in	to this Agreeme	ent fully a	ware of
ts terms and conditions.					
Signed and accepte	ed this $\overline{\mathcal{J}}$	day of	Sept	ン 	. 20 <u> </u>
	ACT IS SUBJE FEDERAL AR GENERAL AR	BITRATIO	N ACT AND		
Rounes S. Adam	John	M. OʻQuini	n & Associates,	L.L.P.	
Client	Ву:				
	Printe	ed Name o	f Attorney:		
		RECEIV			
STATE OF TEXAS, COUNTY OF HA	ARRIS Ö'QU	INN, LAMINAC	OK & PIRTLE	1 •	ha eai
SUBSCRIBED AN	D SWORN this the	TO B day of	EFORE ME,	by t	
my hand and official seal of office.					
		Notary Pul	blic in and for the S	state of Te	xas
My commission expires:		Printed/typ	oed name of Notary	,	
Power of Attorney and Contingent Fee Contract - Page 8					Rinitia

20072.3088

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client, DAVID. J	Omo	NS
The agreement of made between cherry, DAVIVE	M40101	\sim

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

<u>RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

RECEIVED BY SEP 2 7 2002



II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal
	has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.



Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

at I have voluntarily	entered into this A	aroomont full	
		rgreement ruii	y aware c
cepted this 27	day ofSL	pt	, 20 <u>0</u>
THE FEDERAL AR	BITRATION ACT A	ND:	
John I	M. O'Quinn & Ass	ociates, L.L.P	·.
By:			
Printe	d Name of Attorne	əy:	
	E La company of the C	ED AV	
		-	
	O'QUINA, LAMENA	ok a pintle	
OF HARRIS			
AND SWORN on this the	TO BEFORE day of	ME, by	the sito witn
			
	Notary Public in and	for the State of	Гехаs
	Printed/typed name		
	THE FEDERAL ARI KAS GENERAL ARI By: Printe OF HARRIS	THE FEDERAL ARBITRATION ACT A KAS GENERAL ARBITRATION STATE DOLL John M. O'Quinn & Asset By: Printed Name of Attorne SEP 2 7 O'QUINN, LANGEA OF HARRIS AND SWORN TO BEFORE , on this theday of	DESCRIPTION THE FEDERAL ARBITRATION ACT AND KAS GENERAL ARBITRATION STATUTE John M. O'Quinn & Associates, L.L.P By: Printed Name of Attorney: SEP 2 7 2002 O'QUINN, LANDIAGK & PIRTLE OF HARRIS AND SWORN TO BEFORE ME, by , on this theday of

Initials

Contingent Fee Contract - Page 8

20072.3059

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

		_	
This agreement is made between Client,	PELLIO	720	1.,
The agreement is made betteen enemi,	- ICC WEIC		4010

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

<u>RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

PECEIVED BY

SEP 2 7 2002

Power of Attorney and Contingent Fee Contract - Page 1

C'QUINN, LANGEBUR COLOCE

FB Initials

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.



VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

Power of Attorney and Contingent Fee Contract - Page 4 $\frac{-B}{\text{Initials}}$

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.



Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the



recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.



My commission	expires:			Printed	typed name/	of Notary	<i>i</i>	
				Notary	Public in and	i for the S	tate of	Texas
my hand and offi	cial seal of office.							
	SUBSCRIBED	AND , on this th	SWORN ne	TO day or	BEFORE	ME,	by 	the s to with
	CAS, COUNTY O			"			1	. -
			\$\display \tilde{\psi}	eunan, Li	MINACK & P	HILE		
			£~11		2 7 2002			
						•		
			Printe	d Name	of Attorn	ey:		
						<i>p</i> -6-	W. Same	/
/IIGHL			By:				A STATE OF THE PARTY OF THE PAR	u 2 P
Red	Die Bo	Dun	John N	И. O'Qu	iinn & Ass	ociates	, L.L.P	
	THIS CON UNDER T THE TEX	HE FEDE	RAL ARE	SITRAT	ION ACT A ION STATI	AND		i
	Signed and acc			day of	ענ			, 20
s terms and o	conditions.				\int_{0}^{∞}	ot		N
	urther state tha	t I have v	oluntarily	entered	into this A	Agreeme	ent fully	/ aware c

20072-4137

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client,
Wiley Brooks
referred collectively to as "Client" and the Limited Liability Partnership of JOHN M
O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."
In consideration of the mutual promises herein contained, the parties hereto

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and Contingent Fee Contract - Page 1

agree as follows:



II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

40% of any settlement or recovery

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.



IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

M B Initials

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to



be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.



Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the



I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

	SUBJEC AL ARB AL ARB John M By:	T TO ARBIT	Associat		, 20
ER THE FEDERATEXAS GENERA	John M	TRATION A	Associat		P.
	By:	M	UN,	es, J.L.	P.
	Printed	Name of At	torney:		
TY OF HARRIS					
D AND SWO			RE ME	, by	the s
fice.			,		
	Ī	Notary Public in	and for the	e State of	Texas
	Ĩ	Printed/typed na	ame of Nota	ary	
]	D AND SW , on this the	D AND SWORN, on this the	D AND SWORN TO BEFORE , on this the day of fice. Notary Public in	D AND SWORN TO BEFORE ME, on this the day of	D AND SWORN TO BEFORE ME, by, on this the day of,

Contingent Fee Contract - Page 8

BROOKS WILEY 00021

20072-3063

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Large

LARENCE BRYANT, ST.

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and Contingent Fee Contract - Page 1 RECEIVED BY SEP 2 7 2002

C.B.

O'CIVINN, LAMINACK & PIRTLE

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2 Initials

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3 <u>B</u>

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to



be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5 CB.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the



recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.



I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and ac	contad t	his 27	day of	Sont			202
Signed and ac	cepted t	nis <u>Ø17</u>	_ uay or	<u> </u>			, 20
		r is subji Deral ar					
		NERAL AR					
CLARENCE BRYAN-	t.Sn	John	M. OʻQt	uinn & Ass	ociates	i. L.L.F) .
Client	, <u>, , , , , , , , , , , , , , , , , , ,</u>		•	B. Cal	450		•
		By:	SECOND CO.		S. C. Sandar		
		Printe	ed Name	of Attorn	ey:		
			RECEI	VED GY			
			SEP 2	7 2002			
		O'OUI	NN, LAMIN	ACK & PIRTI		٠	
				on a PIMI	E		
STATE OF TEXAS, COUNTY O	F HARR	is ·					
SUBSCRIBED	AND	SWORN	то	BEFORE	ME,	by	the sa
	, on this	the				-	to with
my hand and official seal of office.							
			Notary I	Public in and	for the S	tate of	Texas
			-				
Management and a semigraph							
My commission expires:			Printed/	typed name	of Notary	,	
My commission expires: Power of Attorney and			Printed/	typed name	of Notary	,	

20072-3784

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

	This	agreement	is	made	between	Client
		Je.	SSIE	C. Carte	V. AR.	referred
collectively	to as "Clie	nt" and the Limit	ted Liability	y Partnership	of JOHN M.	O'QUINN &
ASSOCIAT	ES, L.L.P. ar	nd STACIE F. TAYI	LOR, LLC,	hereafter referre	ed to as "Attor	neys."
	In conside	eration of the mutua	ıl promises l	nerein contained	I, the parties he	ereto agree as
follows:						As.

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney a 40% present undivided interest in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement.

RECEIVED BY

GEP 1 9 2002

Power of Attorney and Contingent Fee Contract - Page 1

O'QUINN, LAMINACK & PIRTLE

Initials

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to

Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and

causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid

future payments, then the settlement will be reduced to present value, and the settlement will be

arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees

which will be figured on the present value of the total settlement including the present value of future

payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn

in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client

agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full

authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers

as shall be reasonably necessary to conclude this representation including settlement and/or

reducing to possession any and all monies or other things of value due to the Client under his claim

as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as

Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the

outcome of the case and Attorneys have not represented to the Client that the Client will recover all

or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys

makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may

Power of Attorney and Contingent Fee Contract - Page 2

J C

withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other <u>Silicosis Dust Exposure</u> cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

<u>J.C.</u> Initials

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and that Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself nor Stacie F. Taylor herself is personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may

seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

Client represents to Attorneys that he or she is not presently filing, nor 11. contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

Power of Attorney and Contingent Fee Contract - Page 5

 $\frac{\int C}{\text{Initials}}$

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 6

A STATE OF THE PARTY OF THE PAR

J C Initials I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this	_day of	_, 20
UNDER THE FEDERAL	SJECT TO ARBITRATION ARBITRATION ACT AND ARBITRATION STATUTE	
John By:	M. O'Quinn & Associates, Ł.L.P.	
	ted Name of Attorney	
Ву:		
	ed Name of Attorney	·
STATE OF MISSISSIPPI, COUNTY OF SUBSCRIBED AND SWORM , on this to witness my hand and official seal of	N TO BEFORE ME, by he day of foffice.	the said
	Notary Public in and for the Mississippi	he State of
My commission expires: RECEIVED BY	Printed/typed name of N	lotary
O'QUINN, LAMINACK & PIRTLE		

Power of Attorney and

Contingent Fee Contract - Page 7

CARTER JESSIE L 00012

20072-3	0 (/
---------	-----	---

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client,_

Shurmon Chaffee
referred collectively to as "Client" and the Limited Liability Partnership of JOHN M
O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

RECEIVED BY

SEP 2 7 2002

Power of Attorney and

Contingent Fee Contract - Page 1

O'GUNN, LAMINACK & PINTLE

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2

S. C.

3.03 All sums due and to become due are payable at the office of John M.

O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval,

and Client agrees to make no settlement or offer of settlement without the consultation of

the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have

full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations,

and papers as shall be reasonably necessary to conclude this representation including

settlement and/or reducing to possession any and all monies or other things of value due

to the Client under his claim as fully as the Client could so do in person. Attorneys are also

authorized and empowered to act as Client's negotiator in any and all settlement

negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee

the outcome of the case and Attorneys have not represented to the Client that the Client

will recover all or any of the funds so desired. Should Attorneys learn something which in

the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of

Client's claim, then Attorneys may withdraw from further representation of Client by

sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3 S, C

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

Power of Attorney and Contingent Fee Contract - Page 4 S, C

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5 S, C

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filling by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

Power of Attorney and Contingent Fee Contract - Page 6 S.C.

recovery for the costs incurred for these extra services. Unlike the litigation expenses

referenced in Section VI above, Client agrees that any costs incurred by Attorneys in

connection with a bankruptcy proceeding will be paid out of Client's share of the recovery.

Client expressly consents to Attorneys retaining such other special counsel and/or incurring

such costs as reasonably necessary to address additional matters in bankruptcy as raised

herein and such retention shall be considered a cost to be deducted from Client's share of

the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representative,

successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties

hereto and supersedes any prior understandings or written or oral agreement between the

parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7

<u>S</u>c

·	knowledge that I						
greement. I further state that	t I have voluntarily	entered	INTO THIS A	greeme	ent rully	aware	IJΙ
s terms and conditions.	·						
Signed and acce	epted this <u>BN</u>	∖ day of _	Sent			, 20_	0°
UNDER T	TRACT IS SUBJE HE FEDERAL ARI AS GENERAL ARI	BITRATIO	ON ACT A	.ND:			•
Shurmon Ch	John I		nn & Asso		A &		
	Ву:	es th	<u> </u>				
	Printe	d Name	of Attorne	ey:			
			SE	P 2 7 ;	2002		
			econs, i	AMERAGI	(& PIRT	To a series	
TATE OF TEXAS, COUNTY O	F HARRIS						
SUBSCRIBED	AND SWORN _, on this the	TO day of_	BEFORE	ME,,	by	the to wit	sai ne:
ny hand and official seal of office.							
		Notary P	ublic in and	for the S	state of	Texas	
My commission expires:		Printed/t	yped name	of Notary	,		
Power of Attorney and Contingent Fee Contract - Page 8						<u>-</u>	7 / Initi

20072-3083

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Zadie S. Dykes, as Representative of the Estate of Billy Dykes referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES RELATED</u>

TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

RECEIVED AV

JUN 2 7 2003

O'QUINN, LAMINAUX & PINILE Z.B.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M.
O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

 $\frac{ZD}{\text{Initials}}$

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5

 $\frac{Z \mathcal{D}}{\text{Initials}}$

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

Power of Attorney and Contingent Fee Contract - Page 6 ZB Initials recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7

ZD Initials I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and ac	cepted this $/8$	_day of <u>Jun</u>	'L	 	, 20 <u></u>
UNDER	NTRACT IS SUBJ THE FEDERAL AR KAS GENERAL AF	BITRATION ACT	AND		
Zade Dyles Client Signature	John By: _	M. O'Quinn & As	sociate:	s, L.L.	P
	Printe	ed Name of Attorr	ney:		
			RECE		347 -
		O'Q	JUN MAL, LAN	2 7 20	· -
STATE OF TEXAS, COUNTY O	F HARRIS				- T 1111 LL
SUBSCRIBED my hand and official seal of office.	AND SWORN _, on this the		,		the said to witness
my hand and official seaf of office.		Notary Public in and	I for the S	tate of	Texas
My commission expires:		Printed/type			

Power of Attorney and

Contingent Fee Contract - Page 8

Initials

20672-3647

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

	This	agreement	is	made	between	Client
		agreement (Ma)	lie 9	Hamis	JR.	referred
collectively	y to ∕as "Clie	ent" and the Limite	d Liabilit	y Partnership	of JOHN M.	O'QUINN &
ASSOCIA	TES, L.L.P. ar	nd STACIE F. TAYLO	OR, LLC,	hereafter refer	red to as "Attor	neys."
	/In conside	eration of the mutual	promises	herein containe	ed, the parties he	ereto agree as
follows:						

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney a 40% present undivided interest in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured by the total net recovery or settlement.

SEP 1 9 2002

O'QUINN, LAMINACK & PIRTLE

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to

Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and

causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid

future payments, then the settlement will be reduced to present value, and the settlement will be

arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees

which will be figured on the present value of the total settlement including the present value of future

payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn

in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client

agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full

authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers

as shall be reasonably necessary to conclude this representation including settlement and/or

reducing to possession any and all monies or other things of value due to the Client under his claim

as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as

Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the

outcome of the case and Attorneys have not represented to the Client that the Client will recover all

or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys

makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may

Power of Attorney and Contingent Fee Contract - Page 2

CH Initials withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other <u>Silicosis Dust Exposure</u> cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

C-H

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and that Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself nor Stacie F. Taylor herself is personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may

Power of Attorney and Contingent Fee Contract - Page 4

C/H

seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

Power of Attorney and Contingent Fee Contract - Page 5

C-//

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 6

CH Initials I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepte	ed this	day of	, 20
/ UNDER TH	E FEDERA	UBJECT TO ARBITRA L ARBITRATION ACT L ARBITRATION STAT	AND 📈
Client Harris		nn M. O'Quinn & Associa	tes, t.t.P.
	P	rinted Name of Attorney	/
	Sta	cie F. Taylor, LLC	
	Ву: <u>.</u>		· .
STATE OF MISSISSIPPI, COUNT		inted Name of Attorney	
SUBSCRIBED A	ND SWO	RN TO BEFORE	ME, by the said
to witness my hand and	d official sea	al of office.	of
My commission expires:	NED BY	Mississippi	and for the State of
SEP SEP	Paminack & b. 1 & 5005 NED BA	Printed/type	d name of Notary
Power of Attorney and Contingent Fee Contract - Page 7			C/.
			Initials

20072.3127

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Walter M. Class

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

<u>RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

RECEIVED BY

SEP 2 7 2002

O'QUINN, LAMINACK & PRATLE

WM Initials

3.03 All sums due and to become due are payable at the office of John M.

O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval.

and Client agrees to make no settlement or offer of settlement without the consultation of

the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have

full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations,

and papers as shall be reasonably necessary to conclude this representation including

settlement and/or reducing to possession any and all monies or other things of value due

to the Client under his claim as fully as the Client could so do in person. Attorneys are also

authorized and empowered to act as Client's negotiator in any and all settlement

negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee

the outcome of the case and Attorneys have not represented to the Client that the Client

will recover all or any of the funds so desired. Should Attorneys learn something which in

the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of

Client's claim, then Attorneys may withdraw from further representation of Client by

sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

WM Initials

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

Power of Attorney and Contingent Fee Contract - Page 4

wm

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5

WM Initials Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.



I certify and acknowledge that I have had the opportunity to read this

Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions. day of <u>September</u>, 2002 Signed and accepted this THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE John M. O'Quinn & Associates, L.L.P. Printed Name of Attorney: RECEIVED BY SEP 2 7 2002 O'GUINN, LAMINACK & PIRTLE STATE OF TEXAS, COUNTY OF HARRIS **SWORN** TO **BEFORE SUBSCRIBED** AND to witness day of on this the my hand and official seal of office. Notary Public in and for the State of Texas My commission expires: Printed/typed name of Notary Power of Attorney and

Contingent Fee Contract - Page 8

20072-3126

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client,

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

<u>RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and Contingent Fee Contract - Page 1 SEP 2 7 2002

W. M. r Initials

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2 Wm.

3.03 All sums due and to become due are payable at the office of John M.

O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval,

and Client agrees to make no settlement or offer of settlement without the consultation of

the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have

full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations,

and papers as shall be reasonably necessary to conclude this representation including

settlement and/or reducing to possession any and all monies or other things of value due

to the Client under his claim as fully as the Client could so do in person. Attorneys are also

authorized and empowered to act as Client's negotiator in any and all settlement

negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee

the outcome of the case and Attorneys have not represented to the Client that the Client

will recover all or any of the funds so desired. Should Attorneys learn something which in

the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of

Client's claim, then Attorneys may withdraw from further representation of Client by

sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

N. M.

VI. DEDUCTION OF EXPENSES

Client additionally agrees that Attorneys are to be repaid and

reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys

have paid or incurred in connection with handling Client's claim or suit, including a share of

certain common expenses for things being done for the benefit of this case and other

Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys

may borrow funds from a commercial bank to finance or pay such Court costs and litigation

expenses and the reasonable interest charged by the bank on such borrowed funds will be

added to the Court costs and litigation expenses to be deducted from the settlement or

recovery. The attorney fees will be figured on the total recovery or settlement after

deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net

recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement

or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

Client agrees to cooperate with Attorneys at all times and to comply

with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised

of his/her whereabouts at all times, and to provide Attorneys with any changes of address,

phone number or business affiliation.

6.

7.02 Attorneys or either of them may, at his/her option, withdraw from the

case and cease to represent the Client should Client fail to comply with any portion of this

Agreement or should Attorneys or either of them decide that he or she cannot continue to

Power of Attorney and Contingent Fee Contract - Page 4 M.M.

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5 Initials

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7 Initials

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions. Signed and accepted this THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE John M. O'Quinn & Associates, L.L.P. Printed Name of Attorney: O'QUINN, LALL STATE OF TEXAS, COUNTY OF HARRIS **BEFORE** said the. TO AND SWORN. SUBSCRIBED to witness dayof , on this the my hand and official seal of office. Notary Public in and for the State of Texas My commission expires: Printed/typed name of Notary Power of Attorney and Contingent Fee Contract - Page 8

20012-4529	2	50	72-	432	9
------------	---	----	-----	-----	---

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

i nis	agreement	IS	made	between	Client,	Louis	Nevels

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Sublinian at

AN A T 5003

الفاع أنكار المارات والمتعال والحراول



II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2 Initials

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5 L.M.
Initials

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filling by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7

Initials

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions. Signed and accepted this /9 day of // Cr./ , 20/13 THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE John M. O'Quinn & Associates, L.L.P. Client Signature Printed Name of Attorney: RELIGIO APA 2 1 100: 196, W. ... STATE OF TEXAS, COUNTY OF HARRIS AND SWORN TO BEFORE ME, said **SUBSCRIBED** to witness day of , on this the my hand and official seal of office. Notary Public in and for the State of Texas

Printed/typed name of Notary

Power of Attorney and Contingent Fee Contract - Page 8

My commission expires:

K.L. Initials

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

	Thi	S	agre	eme	nt ,	is	made		betwee	en	Clie	ent,
			(Se	lm	md_	Nova	15			referr	red
collectively	to as	"Client"	and	the	Limited	Liability	Partnership	of	JOHN	М.	O'QUINN	&
ASSOCIAT	ES, L.L	P. and S	TAC	IE F.	TAYLO	R, LLC, h	ereafter refe	red	to as "A	ttorr	neys."	
	In co	onsiderati	ion of	the r	mutual pi	omises h	erein çentáine	ed, tl	ne pártie	s he	reto agree	as
follows:											_	

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney a 40% present undivided interest in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement.

RECEIVED BY

Power of Attorney and Contingent Fee Contract - Page 1

O'QUINN, LAMINACK & PIRTLE

S'/ N Initials

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may

Power of Attorney and Contingent Fee Contract - Page 2

 $\frac{S_{N}}{S_{N}}$

withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other <u>Silicosis Dust Exposure</u> cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3 S-N Initials

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and that Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself nor Stacie F. Taylor herself is personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may



seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

Client represents to Attorneys that he or she is not presently filing, nor 11. contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

Power of Attorney and Contingent Fee Contract - Page 5 SIN

XIII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall 13. for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

 XIV. PRIOR AGREEMENTS SUPERSEDED
 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this	day of, 20
UNDER THE FEDERA	UBJECT TO ARBITRATION L ARBITRATION ACT AND L ARBITRATION STATUTE
Selmon norall Signit	hn M. O'Quinn & Associates, E.L.P.
	Printed Name of Attorney
Sta	acie F. Taylor, LLC
By:	
Pr	inted Name of Attorney
	DRN TO BEFORE ME, by the saids the day of
to witness my hand and official sea	al of office.
RECEIVED BY Commission expires: SEP 1 9 2002	Notary Public in and for the State of Mississippi
My commission expires: SFP 1 B EOO O'QUINN, LAMINACK & PIRT	Printed/typed name of Notary

Power of Attorney and Contingent Fee Contract - Page 7

<u>لم، ک</u> Initials

つ	007	7	-2	5	7	7
J.	\cup \cup I	8	0	J	,	_/

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

	This agreement is made between Glient
<u> </u>	Randolph Perryman
	referred collectively to as "Client" and the Limited Liability Partnership of JOHN M
	O'QUINN & ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as
	"Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>SILICOSIS AND/OR ANY OTHER TYPE</u>

OF INJURY DERIVED FROM SILICOSIS EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to

RECEIVED BY

SEP 0 1 2002

O'QUINN, LAMINACK & PIRTLER 1

Initials

Power of Attorney and

representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorneys' services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal
	has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorneys' fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Client realizes that Attorneys will be investigating the law and facts applicable to his claim on a continuing basis and should Attorneys learn something which, in the opinion of the Attorneys, makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorneys fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself and/or Stacie F. Taylor herself not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands

against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses

Power of Attorney and Contingent Fee Contract - Page 6 R.P.

referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read thi
Agreement. I further state that I have voluntarily entered into this Agreement fully aware of
its terms and conditions.
Signed and accepted this day of, 2002
THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE
Rordalpu Peromun MML/K
for John M. O'Quinn & Associates, L.L.P.
for Stacie F. Taylor, LLC
RECEIVED BY
SEP 0 1 2002
O'QUINN, LAMINACK & PIRTLE
STATE OF MISSISSIPPI, COUNTY OF
SUBSCRIBED AND SWORN TO BEFORE ME, by the said, on this the day of, 2002 to witness my hand
and official seal of office.
Notary Public in and for the State of Mississippi
My commission expires:
Printed/typed name of Notary

00072-2573

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This	agreement	is	made	between	Client
(1/200 1/	Davica	0.04	· /	<u>(</u>

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>SILICOSIS AND/OR ANY OTHER TYPE</u>

OF INJURY DERIVED FROM SILICOSIS EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to RECEIVED TO

SEP 0 1 2002

O'QUINN, LAMINAUK & 100

Anitials

representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorneys' services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorneys' fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.



3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Client realizes that Attorneys will be investigating the law and facts applicable to his claim on a continuing basis and should Attorneys learn something which, in the opinion of the Attorneys, makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorneys fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

).P.
Initials

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself and/or Stacie F. Taylor herself not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands

against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses



referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

O.P.

I certify and	acknowledge	that I have	ve had the	opportu	nity to rea	ad th
Agreement. I further state th	rat i have volu	ntarily ente	ered into thi	s Agreem	nent fully av	vare
its terms and conditions.						
Signed and ac	cepted this _	day	of		·	200
UNDER	NTRACT IS S THE FEDERA XAS GENERA	L ARBITR	ATION ACT	AND		
Jaan Pamagr	nl		MA	111		
Client	1	or John M	l. O'Quinn &	& Associa	ites, L.L.P	•
	fo	or Stacie F	. Taylor, LL	_C		
			RE	CEIVER	ф ^{ни}	
			SE	P 0 1 20	02	
			O'QUINN,	LAMA		
STATE OF MISSISSIPPI, COUN	NTY OF					
SUBSCRIBED	AND SWO				by the	sa v ha
and official seal of office.	, on this the	auj or	*****	,	to williago ii.	.,
		Notary	y Public in and	for the Stat	te of Mississ	- ippi
My commission expires:		Printe	d/typed name o	of Notary		-

Power of Attorney and Contingent Fee Contract - Page 8 Initials

200	_	_	7/	0
200	1	1	56	0

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client,

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>SILICOSIS AND/OR ANY OTHER TYPE</u>

OF INJURY DERIVED FROM SILICOSIS EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to

RECEIVED BY SEP 0 1 2002

O'QUINN, LAMINACK & PIRTLE

A P Initials

representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorneys' services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorneys' fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.



3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Client realizes that Attorneys will be investigating the law and facts applicable to his claim on a continuing basis and should Attorneys learn something which, in the opinion of the Attorneys, makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

JAP Initials

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorneys fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

- 7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.
- 7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself and/or Stacie F. Taylor herself not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands

against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses

referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and	acknowledge t	hat I hav	ve had the	opportunity to	read this
Agreement. I further state t	hat I have volun	tarily ente	ered into thi	s Agreement ful	ly aware o
its terms and conditions.					
					:
Signed and a	ccepted this	day	of		, 2002
UNDER	ONTRACT IS SU THE FEDERAL XAS GENERAL	ARBITR	ATION ACT	Γ AND	
John A Prino			MI	KKK	
Client " Client	_, fo	r John M	. O'Quinn 8	& Associates, L.	L.P.
	for	Stacie F	. Taylor, Ll	_C	
	560				
			R	ECEIVED FY	
				SEP 0 1 2002	
			O'QUINI	I, LANINACK (* ; ***	r
		¥			
STATE OF MISSISSIPPI, COU	NTY OF				
SUBSCRIBED	AND SWOR	OT N	BEFORE	ME, by t	he said ss my hand
and official seal of office.					-
		Notary	Public in and	for the State of Mis	sissippi
My commission expires:		Printed	d/typed name (of Notary	
Power of Attorney and Contingent Fee Contract - Page 8					J.A.b

PRINE_JOHN_ALEXANDER_00036

20072-2567

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This	agreement	is	made	between	Client,
	1 arru 1	11.501	NOU		

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>SILICOSIS AND/OR ANY OTHER TYPE</u>

OF INJURY DERIVED FROM SILICOSIS EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to

RECEIVED BY

SEP 0 1 2002

O'QUINN, LAMINAUR & PIHILE

LNS Initials

representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorneys' services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal
	has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorneys' fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2

LNS

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Client realizes that Attorneys will be investigating the law and facts applicable to his claim on a continuing basis and should Attorneys learn something which, in the opinion of the Attorneys, makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

L NS

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorneys fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 4

LNS Initials

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself and/or Stacie F. Taylor herself not personally undertaking the representation of Client by virtue of this contract.

IX. TEXÁS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands

Power of Attorney and Contingent Fee Contract - Page 5

L NS

against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses

Power of Attorney and Contingent Fee Contract - Page 6 LNS Initials referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7

LNS Initials I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

UNDER	ONTRACT IS SU R THE FEDERAL EXAS GENERAL	ARBITR	ATION ACT	AND
Garry Do	Tour Men	r John M		Associates, L.L.P.
	for	Stacie F	. Taylor, LL	.C
	25			
				RECEIVED BY
			00	SEP 0 1 2002 RUINN, LAMINAGI, A TOTALE
STATE OF MISSISSIPPI, COU	INTY OF			
SUBSCRIBED	AND SWORN		BEFORE	ME, by the s
and official seal of office.				
		N. 4-	D 11: 1	
		Notary	Public in and	for the State of Mississippi
	•	riotary		
My commission expires:			/typed name o	of Notary
My commission expires:			/typed name o	of Notary
My commission expires: ———————————————————————————————————			/typed name o	of Notary

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client,
Luther Threet
referred collectively to as "Client" and the Limited Liability Partnership of JOHN M
O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."
In consideration of the mutual promises herein contained, the parties hereto
agree as follows:
I. PURPOSE OF REPRESENTATION
1.01 The Client hereby retains and employs Attorneys to sue for and
recover all damages and compensation to which the Client may be entitled as well as to
compromise and settle all claims arising out of ALL INJURIES AND DAMAGES RELATED
TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICA DUST
EXPOSURE.
1.02 It is specifically agreed and understood that Attorneys representation
is limited to specific persons and/or companies named as Clients, and that Attorneys are
not representing or expected to represent any other person or entity not named herein as a
Client. It is expressly agreed and understood that Attorneys' obligations are limited to
representing Client in the specific matters described herein, and Client does not expec
Attorneys to do anything else. RECEIVED BY
FEB 0 9 2002

O'QUINN, LAMINACK & PIRTLE

LT.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total recovery or settlement:

45% of any settlement or recovery.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

47.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval,

and Client agrees to make no settlement or offer of settlement without the consultation of

the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have

full authority to prepare, sign and file all legal instruments, pleadings, drafts,

authorizations, and papers as shall be reasonably necessary to conclude this

representation including settlement and/or reducing to possession any and all monies or

other things of value due to the Client under his claim as fully as the Client could so do in

person. Attorneys are also authorized and empowered to act as Client's negotiator in any

and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee

the outcome of the case and Attorneys have not represented to the Client that the Client

will recover all or any of the funds so desired. Client realizes that Attorneys will be

investigating the law and facts applicable to his claim on a continuing basis and should

Attorneys learn something which in the opinion of Attorneys makes it impractical for

Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from

further representation of Client by sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3

Initials

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred. Client agrees and acknowledges that litigation expenses include a reasonable share of expenses common to and shared by other Clients with similar cases being handled by attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement before deducting the Court costs and litigation expenses reimbursed to Attorneys. If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 4

// Initials

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding

Power of Attorney and Contingent Fee Contract - Page 5

LIT

arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by

Power of Attorney and Contingent Fee Contract - Page 6

L_T Initials Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7

1 T

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

	Signed and accepted th	isday of	, 20
		IS SUBJECT TO ARBITRATION GENERAL ARBITRATION STATUTE	
Lufhe Client	r Threef	Attorney MML IK	
		Attorney	

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBE	D AND S	WORN TO	BEFORE of	ME,	by 20	the said
my hand and official seal of offi	ce.	•				
		Notary	Public in and	for the Sta	te of T	exas
My commission expires:						
	RECEIV	ED BY Printed	l/typed name o	of Notary		
	FER 0	9 2002				
Power of Attorney and Contingent Fee Contract - Page 8	O'QUIMN, undan a	NOK & PIRTLE				

20072-2360

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement is made between Client,					
Berdell Willis					
referred collectively to as "Client" and the Limited Liability Partnership of JOHN	Μ.				
O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."					

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of <u>ALL INJURIES AND DAMAGES</u>

<u>RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.</u>

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and Contingent Fee Contract - Page 1 RECEIVED RY
JUN 2 2 2002
O'QUINN, LAMINACK & PIRTLE

B.W.

II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

of any settlement or recovery made before suit is filed thereon;
of any settlement or recovery made after suit is filed;
of any settlement or recovery made after a notice of appeal
has been given or an appeal bond has been filed.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

Power of Attorney and Contingent Fee Contract - Page 2

B.w.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

V. REPRESENTATIONS

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

Power of Attorney and Contingent Fee Contract - Page 3 B.W.

VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

Power of Attorney and Contingent Fee Contract - Page 4

Bald,

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

VIII. ASSOCIATION OF OTHER ATTORNEYS

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

IX. TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

X. ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Power of Attorney and Contingent Fee Contract - Page 5 \mathcal{B}, ω .

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

XI. BANKRUPTCY PROVISIONS

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

Power of Attorney and Contingent Fee Contract - Page 6 Bell.

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

XII. PARTIES BOUND

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

XIII. LEGAL CONSTRUCTION

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. PRIOR AGREEMENTS SUPERSEDED

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and Contingent Fee Contract - Page 7

 $\mathcal{F}_{\text{Initials}}$.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this	day of	, 20
THIS CONTRACT IS SUE	SIECT TO ARRITRAT	ION - CONTRACTOR OF THE CONTRA

Berdell Willis

John M. O'Quinn & Associates, L.L.P.

Printed Name of Attorney:

JUN 2 2 2002

O'QUINN, LAMINACA

STATE OF TEXAS, COUNTY OF HARRIS

Contingent Fee Contract - Page 8

	SUBSCRIBED	AND SWO	RN TO B	EFORE	ME, b	y the said to witness
my hand and	official seal of office.		any or		•	to withcos
;			•			
		Notary Public in and for the S		r the State	of Texas	
My commission	on expires:					
			Printed/typ	ed name of l	Notary	
Power of Attorne	ey and					\bigcirc

B. W.